



### **PARTIES**

3. Plaintiff A2 Realty Group, LLC (“A2”) is a New York limited liability company which entered into Promissory Note and an Amended and Restated Promissory Note with the Defendant in the principal amount of \$200,000.00, which have not been repaid in accordance with the terms thereof.

4. Defendant Wonderama LLC (“Wonderama”) is named a Defendant herein. Wonderama is a Delaware limited liability company, with its principal place of business located in New York, New York, which has failed to repay Plaintiff in accordance with the terms of the agreements between the parties.

### **FACTUAL ALLEGATIONS**

5. On or about August 9, 2017, Wonderama borrowed \$200,000.00 from A2 pursuant to the terms of a Promissory Note, the terms of which were later restated on or about February 10, 2018 in an Amended and Restated Promissory Note (the “Note), for the purposes of, *inter alia*, recording and producing a children’s television show in New York, New York. True and accurate copies of the Note and Amended Note are attached hereto as Exhibits A and B.

6. The terms of the Note provide in pertinent part that “the principal shall be payable on or before February 9, 2019 (the “Term”), at which time the remaining unpaid principal and interest shall be due in full.” Exhibit B, ¶ 3(c). The Note further provides that “any action for breach of contract may be brought in the appropriate Courts of New York County, New York.” Exhibit B, ¶ 9.

7. Defendant Wonderama failed to pay the principal due under the Note on or before February 9, 2019, or at any time thereafter, despite repeated demand.

**COUNT I**

**(Breach of Contract)**

8. Plaintiff incorporates the allegations set forth in Paragraphs 1 through 7, inclusive, above, as if fully rewritten herein.

9. Plaintiff and Defendant are the Parties to a contract, the terms of which are explicitly set forth in the Note.

10. Plaintiff fully performed all terms and conditions precedent under the Note in lending Defendant \$200,000.00, while Defendant has failed to pay the outstanding principal balance due on or before February 9, 2019 as required, and is thus in material breach of contract.

10. As a direct, proximate and foreseeable result of Defendant's breach of contract, Plaintiff has sustained actual damages in an amount not less than \$174,644.57, plus 8.5% per annum interest specified in the Note, attorneys' fees and the costs of this action.

**DEMAND FOR RELIEF**

WHEREFORE, Plaintiff A2 Realty Group, LLC demands judgment against Defendant Wonderama Holdings, LLC in an amount not less than \$174,644.57, plus 8.5% per annum interest specified in the Note, attorneys' fees, costs, and such other relief as this Honorable Court deems just and equitable.

Respectfully submitted,

WELTMAN WEINBERG & REIS CO. LPA

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